



This Managed Detection and Response by ALCiT Sub-Agreement (“Sub-Agreement”) is governed by the Master Service Agreement between ALCiT and CUSTOMER. This Sub-Agreement supersedes all prior discussions, communications, representations or agreements, including any digital, electronic or Internet-based agreements, between them, oral or written, between ALCiT and CUSTOMER concerning managed detection and response.

This Sub-Agreement shall consist of these terms and conditions and the following three (3) schedules:

- Schedule 1 – Support Scope;
- Schedule 2 – Roles and Responsibilities

1. Managed Detection and Response by ALCiT collects, analyzes, and correlates system and event logs/flows to identify threats and vulnerabilities.
2. Notification of cybersecurity Incidents will not commence until after initial deployment is completed.
3. ALCiT collects the “Required Data” from CUSTOMER’s systems and sends it to a datacenter for analysis and archival.
4. CUSTOMER’s systems may also be configured to send the Required Data directly to a datacenter for analysis and archival.
5. “Solutions Data” means, depending on the Solution deployed, the operational system log data and any other information collected from or sent by CUSTOMER in furtherance of its use of the service and which CUSTOMER may elect to submit to ALCiT through the service, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, CUSTOMER shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any ALCiT or third party technology used with the Solutions Data). CUSTOMER hereby grants ALCiT, during the term of the Sub-Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the service to CUSTOMER. The location of the storage of raw Solutions Data within ALCiT’s third party service providers’ data centers will be as set forth in the Sub-Agreement. CUSTOMER understands ALCiT will aggregate Solutions Data with ALCiT’s other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding CUSTOMER’s use of the service (“Aggregate/Anonymous Data”). ALCiT may use the Aggregate/Anonymous Data for its business purposes during or after the term of this Sub-Agreement.



6. The Solutions Data may be augmented with additional sources of data, as required, to deliver this service.
7. ALCiT may deploy one or multiple Devices in CUSTOMER's to collect the Required Data.
8. The service operates redundantly with CUSTOMER's high availability in order to minimize potential service interruptions. Hosting providers used by the service may experience service interruptions and service outages outside the control of ALCiT. If such a hosting provider issues an outage notice that could materially impact delivery of the service, ALCiT will use commercially reasonable efforts to promptly notify CUSTOMER about the outage and communicate the planned recovery time provided by the hosting provider.
9. The Solutions Data will be stored in the hosting provider country set forth on the then-current executed Agreement. If none are specified, it will be one of the following at ALCiT's discretion (Canada, United States of America, or the European Union).
10. ALCiT will store the Solutions Data for the Data Retention period specified in CUSTOMER's then-current executed Agreement. If none is specified, Data Retention will be 90 (ninety) days. The Solutions Data may be returned to Customer in accordance with the terms of the Sub-Agreement.
11. Automated maintenance and update to the service and its related components (including, but not limited to components within CUSTOMER's premises) will be performed remotely at ALCiT's cost.
12. ALCiT will notify and escalate to CUSTOMER any relevant cybersecurity Incidents in accordance with the contracted schedule.
13. Cybersecurity Incident notifications will include a description of the cybersecurity Incident, the level of exposure, and a suggested remediation strategy. CUSTOMER is responsible for implementing, in its sole discretion, any remediation strategies identified by ALCiT. CUSTOMER may request validation by ALCiT that any such implemented remediation strategies are working as expected as per the Solutions Data.
14. Any emergency identified by CUSTOMER can be escalated to ALCiT by calling the Service Desk via phone.
15. ALCiT may, if agreed with CUSTOMER, using commercially reasonable efforts, perform host containment actions, including removal of host containment, as described below (collectively, "Host Containment Actions"), provided that CUSTOMER has deployed Sentinel One or such other agreed upon third party agents. ALCiT may remotely isolate CUSTOMER device(s) that shows evidence of compromise or other suspicious activity. When the ALCiT identifies certain indicators of attack on an endpoint, the Host Containment Action will be initiated systematically, in accordance with the agreed upon escalation process, and subject to the requirements set forth herein, to rapidly quarantine the suspected compromised system. CUSTOMER agrees that Host Containment Actions may affect other services and does not guarantee the stoppage of the attack.



16. The service leverages Software that is provided on a subscription basis for the Current Term. Provided CUSTOMER is in compliance with the terms of then-current executed Agreement, including payment of invoices, ALCiT grants to CUSTOMER a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Current Term, to the extent a component of the service being licensed by CUSTOMER as set forth in this Sub-Agreement to:

- (a) Install, use and access the Software,
- (b) Use the Device(s) for purposes of the use of the service,
- (c) Access and use the service features and functionality,
- (d) Distribute, display, transmit, and, if licensed by CUSTOMER, download certain content in electronic format.

17. From time-to-time ALCiT may invite CUSTOMER to try, at no charge, ALCiT products, features, or functionality that are not generally available to ALCiT's CUSTOMERs ("Beta Solutions"). CUSTOMER may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

18. If the then-current executed Agreement specifies that CUSTOMER will receive Device(s), then CUSTOMER is responsible for installing the Device(s) at the location(s) specified by ALCiT and for the implementation of appropriate data protection practices related to the protection of any information included on such Device(s) while the Device(s) is located within CUSTOMER's environment. The Device(s) is a part of the service and included with the subscription to the service for use by CUSTOMER during the Current Term. CUSTOMER may purchase some additional services to transfer these responsibilities to ALCiT.

19. If Customer attempts to install or use the Device(s) at a location other than the location determined by CUSTOMER and communicated to ALCiT during onboarding or at any time thereafter, the service may fail to function or may function improperly. In the event CUSTOMER installs, uses, or relocates the Device(s), CUSTOMER will promptly notify ALCiT so that Device(s) deployment information can be updated within CUSTOMER's account. Other than normal wear and tear, CUSTOMER is directly responsible for the replacement cost of the Device(s) associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Device(s). If applicable, ALCiT will ship Devices(s) to CUSTOMER and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. CUSTOMER understands and agrees if the Device(s) cannot be shipped outside of the United States or Canada.

20. ALCiT (or its Subcontractor) owns or has the right to license the service and any associated documentation. CUSTOMER acknowledges and agrees that: (a) the service is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) ALCiT (or its Subcontractor) retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the



technology used in the service, excluding any rights, title, and interest in any third party products (as defined below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to CUSTOMER hereunder are reserved; (d) the service, excluding professional services, is licensed on a subscription basis, not sold, and CUSTOMER acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the technology; and (e) the service is offered as an on-line, hosted solution, and CUSTOMER has no right to obtain a copy of the software.

21. The service may include Open Source Software. To the extent included in the service, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided “AS IS”, and ALCiT hereby disclaims all copyright interest in such Open Source Software. ALCiT provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by CUSTOMER to ALCiT are for proprietary software only, and not for any Open Source Software components of the software. Any license associated with an Open Source Software component applies only to that component and not to the proprietary software or any other third-party licensed software. The foregoing language is not intended to limit ALCiT’s warranty obligation for the service.

22. Third Party Product may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, ALCiT will pass through to CUSTOMER or directly manage for the benefit of CUSTOMER’s use of the Third Party Products as part of the service, the manufacturer warranties related to such Third Party Products.

23. CUSTOMER agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within the service, except as otherwise expressly permitted under the copyright laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the service or the data and information contained therein or block or disrupt any use or enjoyment of the service by any third party; (iv) attempt to gain unauthorized access to the technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the technology, including on any reports or data printed; (vi) use the service in connection with a service bureau, service provider or like activity whereby CUSTOMER operates or uses the service for the benefit of a third party; or (vii) use the service to monitor or scan any environments for which CUSTOMER has not received consent;

24. If ALCiT, in its reasonable discretion, determines that CUSTOMER’s use of or access to the service imposes an actual or imminent threat to the security or stability of ALCiT’s infrastructure or that CUSTOMER is abusing its use of the service in contravention with the terms of then-current executed Agreement or any of its Sub-Agreements, ALCiT may, in addition to any other right herein, temporarily



suspend CUSTOMER's access to the service, without liability except as otherwise provided by consumer protection laws, until such activity is rectified. If commercially practicable, ALCiT shall provide CUSTOMER with notice prior to any such suspension and shall work with CUSTOMER in good faith to reinstate the service promptly.

25. ALCiT shall provide the service CUSTOMER subscribes to as set forth on an executed Agreement in accordance with the terms of this Sub-Agreement. The service provided under this Sub-Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to ALCiT's CUSTOMERs free of charge from time to time during the Current Term.

26. CUSTOMER understands that the service may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, CUSTOMER's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Sub-Agreement ("Trade Controls"). CUSTOMER shall ensure that the service are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). CUSTOMER represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the service (a) for a military application, wherever located; or (b) with knowledge or reason to know that the service will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by ALCiT, CUSTOMER will complete and provide an end use certificate in the form requested by ALCiT. ALCiT may suspend and/or cancel the export, delivery, and or servicing of the service, if: (i) ALCiT has not received requested end-user certifications; (ii) ALCiT has not received any government approvals required to comply with Trade Controls, or (iii) ALCiT believes that such activity may violate any Trade Controls. If the service are resold or transferred in violation of any Trade Controls or the provision of this Sub-Agreement, ALCiT will not be obligated to provide any warranty service or technical support for such Items.

27. Service Level Agreement (SLA):

- (a) Urgent Cybersecurity Incidents: Customer will be notified within two (2) hours of ALCiT becoming aware of the incident.
- (b) Cybersecurity Incidents: Customer will be notified within one (1) Business Day of ALCiT becoming aware of the incident.

28. Penalty for Missed SLAs:



- (a) For Urgent Cybersecurity Incidents SLAs: For each complete 15 min intervals for which a “Urgent Cybersecurity Incidents” is not reported to CUSTOMER after the initial two (2) hours, ALCiT will reduce the amounts due and payable for that service on that month by \$500.00.
- (b) For Cybersecurity Incidents SLAs: For each complete Business Day for which a “Cybersecurity Incidents” is not reported to CUSTOMER after the initial one (2) Business Day, ALCiT will reduce the amounts due and payable for that service on that month by \$500.00.
- (c) Penalty payment will not apply if the issue or delay is caused by any circumstance beyond ALCiT’s reasonable control, including, but not limited to: Excusable Outages, end users’ portion of the network (commonly known as “last mile”) failure.
- (d) Penalty payment: ALCiT will reduce the amounts due and payable for the service for which the SLA was missed on the next monthly billing cycle. The maximum credit for missed SLA is 50% of the monthly charge for the service covered by that SLA.



Schedule 1

Support Scope



Support Scope

In order to be effective, all devices that could impact CUSTOMER's security posture must be included in the scope. Should any device or service not be compatible with the service, additional steps may be required to isolate and/or modify them to protect them and protect from them.

CUSTOMER is responsible to work with ALCiT to identify and include all devices and services.



Schedule 2

Roles and Responsibilities

Roles and Responsibilities

Key	Label	Definition
H	Help or Assist	The designated party (ALCiT / CUSTOMER) will provide assistance to enable the identified performing party (ALCiT / CUSTOMER) to complete the designated service.
P	Perform	The designated party (ALCiT / CUSTOMER) has the obligation and responsibility for performing the designated service.
A	Approve	The performance of the service is subject to the designated party's (ALCiT / CUSTOMER) written approval
V	Review	The designated party (ALCiT / CUSTOMER) will review the designated documents and provide feedback to the other party.
M	Make Available	Make the service or platform available to the designated party (ALCiT / CUSTOMER)
U	Use	The designated party (ALCiT / CUSTOMER) uses or leverage the service or platform.
ON	Ongoing	Service will be performed as required
D	Daily	Service will be performed once a day
W	Weekly	Service will be performed once a week
M	Monthly	Service will be performed once a month
Q	Quarterly	Service will be performed once a quarter
SN	Semi-Annually	Service will be performed twice a year
AN	Annually	Service will be performed once a year
AD	Ad Hoc	Service will be performed as requested
S	Semi-Annual	Service will be performed twice a year
I	Included	Included in unit price
TI	Ticket/IMAC	Work will be billed according to the Ticket and IMAC Rate Card
TR	Time and Material Regular	Work will be billed according to the Rate Card using the Regular rates.
TU	Time and Material Urgent	Work will be billed according to the Rate Card using the Urgent rates.
TC	Time and Material Critical	Work will be billed according to the Rate Card using the Critical rates.
TR/TU/TC	Time and Material	Regular work will be billed according to the Rate Card using the Regular Rates, Urgent work will be billed according to the Rate Card using the Urgent Rates and Critical work will be billed according to the Rate Card using the Critical Rates
OP	Optional	Additional cost as per Rate Card



ID	Description	ALCiT	CUSTOMER	FREQUENCY	CHARGE
1	Collect, analyze, and correlate system and event logs.	P		ON	I
2	Perform daily (Business Day) review of cybersecurity Incidents in need of attention by Customer	P		D	I
3	Escalate cybersecurity Incidents in need of attention by Customer during Business Hours	P		AD	OP
4	Escalate cybersecurity Incidents in need of attention by Customer during Extended Business Hours	P		AD	OP
5	Escalate cybersecurity Incidents in need of attention by Customer 24/7.	P		AD	OP
6	Provide advisory recommendations intended to improve CUSTOMER's cybersecurity robustness	P		AD	I
7	Perform Containment Actions	P		AD	I
8	Provide monthly executive summary reports	P		M	I
9	Agent deployment	H	P	AD	TR/TU/TC
10	Sensor deployment	H	P	AD	TR/TU/TC
11	Configure Log Sources	H	P	AD	TR/TU/TC
12	Develop use cases	P		ON	I
13	Implement new rules	P		ON	I
14	Tune rules	P	H	ON	I
15	Identify events from logs	P		ON	I
16	Detect anomalies	P		ON	I
17	Remove false positives	P		ON	I
18	Classify alerts and events	P		ON	I
19	Communicate and escalate events	P		ON	I
20	Perform threat hunts	P		ON	I
21	Provide recommendations to improve cybersecurity posture	P	H	ON	I
22	Create and provide in scope reports	P		ON	I
23	Return the Solutions Data to CUSTOMER	P		AD	TR/TU/TC
24	Implement (at CUSTOMER's sole discretion) any or all remediation strategies identified by ALCiT	H	P	AD	TR/TU/TC
25	Identify all devices and services to include in the scope of the service	H	P	ON	I



ID	Description	ALCiT	CUSTOMER	FREQUENCY	CHARGE
23	Investigates and resolves computer cybersecurity Incidents	P	A	AD	TC